UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/683,772	02/13/2002	Jason Stoliker	201-0673 DBK	7861

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EXAMINER
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ART UNIT	PAPER NUMBER
3623	

DATE MAILED: 10/24/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *25 August 2006*.

2a)☒ This action is **FINAL.**   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-24* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-24* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

1.   The following is a Final office action in response to communications received 08/25/06.

Claims 1, 9, and 17 have been amended. Claims 1-24 are pending.

Response to Arguments

2.   Applicant's arguments with regards to Garg (U.S. 2005/0149374) have been fully

considered, but they are not persuasive. In the remarks, Applicant argues that Garg et al. does

not teach or suggest (1) automatically presenting at least on vehicle repossession assignment to

the contractor upon the contractor's login to the account (since Garg et al. teaches that the

request is immediately presented to the tow truck), (2) that the online account is securely and

remotely accessible by the contractor since the reference is silent as to whether the mobile data

terminal requires a login, or (3) receiving input from a contractor accepting or declining the at

least one assignment (Garg et al. is silent as to the manner in which the tow driver accepts or

denies a request).

In response to argument (1), Examiner respectfully disagrees. Examiner notes that this

limitation was added in the current amendments and is therefore addressed below. Garg et al.

specifically discloses that the tower logs into the system using a username and password, since

the system controls access rights. See paragraphs 0043, 0045, 0047-9, wherein the tower

computer terminal (i.e. mobile terminal) is connected to the system via a computer connection,

the computer connection linking the tower terminal to the server and customer. In order to

connect to the system, "the tower would log into the system" (See paragraph 0043). Paragraph

0069 discloses the system dispatching the assignment and the tower accepting the assignment as

two separate steps. The system specifically records the time, date, and odometer reading of the

tower at the time of acceptance. Therefore, it is clear from Garg et al. that the request is not immediately presented and accepted, since login and acceptance are clearly recited as separate actions.

In response to argument (2), Examiner respectfully disagrees. See paragraph 0045, which discloses the computer connection for a customer, tower, and ASP. The reference discusses this connection in the preceding and subsequent paragraphs, stating that a tower with client software utilizes the computer connection to connect with the ASP and log into the system. The computer connection is specifically between the customer, tower, and ASP. The customer computer and the tower computer terminal are specifically connected to each other and the server via a computer connection. Access to the server is only granted using a user name and password. Therefore, it is clear that the data of the system can only be accessed when a user (including the tower) logs into the system.

In response to argument (3), Examiner respectfully disagrees. Garg et al. expressly discloses the tow truck driver accepting a call (storing the date, time, and odometer reading of the truck at the time of acceptance). See paragraphs 0069 and 0080, where the contractor accepts or declines a vehicle assignment (Garg et al. teaches accepts). Examiner points out that that claims 2, 10, and 18 do not expressly recite the manner in which the tow driver accepts or denies a request, merely that the server computer is configured to receive such input (in claim 2), that the input is received (in claim 10), and means to receiving input (in claim 18). Garg et al. discloses in at least paragraphs 0045 and 0080 a network based system that is configured to receive the input recited in paragraph 0069. Therefore, examiner maintains the rejections set forth below.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

4.   Claims 1-5, 7-13, 15-21, and 23-24 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Garg (U.S. 2005/0149374).

As per claim 1, Garg teaches an online system for issuing vehicle r assignments to

vehicle contractors, the system comprising at least one server computer operably serving at least

one client computer, the at least one server computer configured to:

(i) host a secure online account for a vehicle repossession contractor wherein the online

account is securely and remotely accessible by the contractor (See paragraphs 0045, 0069-70,

0080, wherein the tow truck driver accesses the system from a mobile data terminal. The system

requires login to access information of the system);

(ii) receive input assigning at least one vehicle assignment to the contractor wherein the

at least one vehicle repossession assignment is added to the contractor's online account (See

paragraphs 0045, 0069-70, 0080, wherein the tow truck driver is assigned a tow assignment);

(iii) automatically present the at least one vehicle assignment to the contractor upon the

contractor's login to the account (See paragraphs 0043, 0045, 0047-9, 0069, 0080, 0098, wherein

the tower logs-in to the system and is able to receive the assignment that was assigned to the

tower by the dispatcher via the dispatch system. The mobile terminal presents the dispatched

assignment and thus it is presented automatically);

(iv) receive input containing feedback from the contractor regarding a vehicle assignment

that has been completed (See paragraphs 0069-70, 0080, 0082, 0091, 0093, wherein completed

assignments are stored in the system). -

Garg further discloses that the vehicle assignment is for a vehicle of a debtor that being

taken and held or sold as security or payment for a debt or duty (See paragraphs 0015, 0059, and

0067, wherein the police asked for the vehicle assignment to have the vehicle claimed due to

overdue violations and payments).

However, Garg does not expressly disclose that the vehicle assignment is for

repossession.

Garg discloses a system where a customer communicates a vehicle assignment request to

a dispatcher who assigns the vehicle assignment to a driver of a tow truck. Examiner points out

that the fact the vehicle assignment is for repossession is an intended field of use and has no

functional significance on the structure or limitations of the claims (i.e. whether the truck is

taken by a bank or police based on failure to pay does not change the assignment of the vehicle

to a contractor). Therefore, it would have been obvious to one of ordinary skill in the art at the

time of the invention to assign a vehicle assignment concerning repossession to a contractor

using the system of Garg in order to more efficiently allow a vehicle assignment to be requested

by a secondary party, such as police or banks, by using an automated system that reduces errors,

cost, and labor requirements. See paragraphs 0012, 0014, 0016.

As per claims 2, 5, 7, and 8, Garg discloses:

As per claim 2, Garg teaches wherein the at least one server computer is additionally configured to receive input from the contractor accepting or declining the at least one vehicle assignment (See paragraphs 0045, 0069-70, 0080, wherein the contractor accepts or declines a vehicle assignment).

As per claim 5, Garg discloses wherein the feedback includes an invoice for a vehicle assignment that has been performed (See paragraphs 0052, 0060-3, 0091, 0094-5, which discloses an invoice in the system).

As per claim 7, Garg discloses wherein at least one server computer is additionally configured to receive input and present output suspending or canceling a pending assignment (See paragraphs 0081-2, 0091, wherein a dispatch request is cancelled).

As per claim 8, Garg discloses wherein the at least one server computer is additionally configured to initiate a notification to the contractor indicating that a new vehicle assignment is pending at the contractor's online account (See paragraphs 0079 and 0080-1, wherein the contractor is notified).

However, in each of claims 2, 5, 7, and 8, Garg does not expressly disclose that the vehicle is being repossed.

Garg discloses a system where a customer communicates a vehicle assignment request to a dispatcher who assigns the vehicle assignment to a driver of a tow truck. Examiner points out that the fact the vehicle assignment is for repossession is an intended field of use and has no functional significance on the structure or limitations of the claims (i.e. whether the truck is taken by a bank or police based on failure to pay does not change the assignment of the vehicle to a contractor). Therefore, it would have been obvious to one of ordinary skill in the art at the

time of the invention to assign a vehicle assignment concerning repossession to a contractor

using the system of Garg in order to more efficiently allow a vehicle assignment to be requested

by a secondary party, such as police or banks, by using an automated system that reduces errors,

cost, and labor requirements. See paragraphs 0012, 0014, 0016.

As per claim 3, Garg teaches wherein the at least one server computer is additionally

configured to receive input defining a profile for the contractor (See paragraph 0069-70, 0093,

wherein a profile of a contractor is maintained in the system, and new drivers can be added).

As per claim 4, Garg discloses wherein the feedback includes a vehicle condition report

for a vehicle (See paragraph 0050, 0054, 0069, 0073, 0091, wherein a description of the car and

odometer readings are stored in the system).

However, while Garg discloses that the vehicle is taken because a person had not paid on

a debt or duty, Garg does not expressly disclose that the vehicle is being reposed.

Garg discloses a system where a customer communicates a vehicle assignment request to

a dispatcher who assigns the vehicle assignment to a driver of a tow truck. Examiner points out

that the fact the vehicle assignment is for repossession is an intended field of use and has no

functional significance on the structure or limitations of the claims (i.e. whether the truck is

taken by a bank or police based on failure to pay does not change the assignment of the vehicle

to a contractor). Therefore, it would have been obvious to one of ordinary skill in the art at the

time of the invention to assign a vehicle assignment concerning repossession to a contractor

using the system of Garg in order to more efficiently allow a vehicle assignment to be requested

by a secondary party, such as police or banks, by using an automated system that reduces errors,

cost, and labor requirements. See paragraphs 0012, 0014, 0016.

Claims 9-13 and 15-16 recite equivalent limitations to claims 1-5 and 7-8, respectively,

and are therefore rejected using the same art and rationale set forth above.

Claims 17-21 and 23-24 recite equivalent limitations to claims 1-5 and 7-8, respectively,

and are therefore rejected using the same art and rationale set forth above.

5.   Claims 6, 14, and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Garg

(U.S. 2005/0149374) in view of "Facts for Consumers: Vehicle Repossession" (Federal Trade

Commission).

As per claim 6, Garg discloses wherein the feedback includes information concerning the

vehicle (See paragraph 0050, 0054, 0069, 0073, 0091). However, while Garg discloses that the

vehicle is taken because a person had not paid on a debt or duty, Garg does not expressly

disclose that the vehicle is being reposed. Garg further does not disclose a listing of personal

property found within the vehicle.

"Facts for Consumers: Vehicle Repossession" discloses identifying personal property

found within a repossessed vehicle (See page 2, section 1).

Garg discloses a system where a customer communicates a vehicle assignment request to

a dispatcher who assigns the vehicle assignment to a driver of a tow truck. Examiner points out

that the fact the vehicle assignment is for repossession is an intended field of use and has no

functional significance on the structure or limitations of the claims (i.e. whether the truck is

taken by a bank or police based on failure to pay does not change the assignment of the vehicle

to a contractor). Therefore, it would have been obvious to one of ordinary skill in the art at the

time of the invention to assign a vehicle assignment concerning repossession to a contractor

using the system of Garg in order to more efficiently allow a vehicle assignment to be requested

by a secondary party, such as police or banks, by using an automated system that reduces errors,

cost, and labor requirements.. See paragraphs 0012, 0014, 0016.

Further, "Facts for Consumers: Vehicle Repossession" discloses information concerning

why and how a vehicle would be repossessed. "Facts for Consumers: Vehicle Repossession"

specifically discloses that the items left in a repossessed car must be accounted for by the person

seizing the car. Garg discloses maintaining management and vehicle related feedback regarding

a towed car, such as condition and odometer information, as well as lien information. Therefore,

it would have been obvious to one of ordinary skill in the art at the time of the invention to

include personal property found within a repossessed vehicle in the information of the system of

Garg in order to more accurately return personal property to the person from whom the vehicle

was repossessed, thus reducing the instances where lawyer intervention is needed. See page 2,

section 2, of "Facts for Consumers: Vehicle Repossession".

Claims 14 and 22 each recite equivalent limitations to claim 6 and are therefore rejected

using the same art and rationale set forth above.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Beth Van Doren whose telephone number is (571) 272-6737.

The examiner can normally be reached on M-F, 8:30-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Tariq Hafiz can be reached on (571) 272-6729. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

bvd

October 20, 2006

Beth Van Doren
Patent Examiner
AU 3623